

# **EXHIBIT B**



DATA CENTERS

**STATEMENT OF WORK - No. CT00040114-01****COMPANY NAME – CoinTerra**

This Statement of Work ("SOW") is entered into by and between Cointerra ("Customer") and C7 Data Centers, Inc. ("C7"). In the event of any conflict between this SOW and the C7 Master Service Agreement, this SOW shall govern.

**Installation Site:**

**Timpanogos** \_\_\_\_\_  
 C7 Data Centers, Inc.  
 357 South 670 West  
 Suite 100  
 Lindon, UT 84042

**City Creek** \_\_\_\_\_  
 C7 Data Centers, Inc.  
 179 E Social Hall Ave.  
 Suite 200  
 Salt Lake City, UT 84111

**Granite Point 1** \_\_\_\_\_  
 C7 Data Centers, Inc.  
 14944 Pony Express Drive  
 Bluffdale, UT 84065

**Granite Point 2** \_\_\_\_\_  
 C7 Data Centers, Inc.  
 14944 Pony Express Drive  
 Bluffdale, UT 84065

**1.0 Services****1.1 Hardware and Software**

- a. C7 is responsible for supplying space for 50 of cabinets in the C7 Data Center of C7's choice.
- b. Customer is responsible for supplying any and all hardware and software that may be required to configure and certify this system ready for production unless otherwise specified by Customer. By providing these licenses, Customer certifies it is legally compliant with all licensing terms required by each software vendor.

**1.2 Internet**

- a. C7 will provide Customer with 300 Mbps redundant bandwidth (Committed Bandwidth) with burstable capacity to 900 Mbps for the Customer's environment. Measurements are taken once every minute on both inbound and outbound traffic and graphed over a month's time period. The inbound and outbound traffic patterns are compared and the lesser of the two discarded. The top five percent of volume usage on the throughput in the remaining traffic flow is then discarded leaving 95% of the traffic flow remaining. *The next highest measurement becomes the billable utilization for the entire month.* Any overages from the base commit rate are billed to the customer at the base commit rate per Mbps as listed in this SOW. If the Customer consistently exceeds their Committed Bandwidth, C7 will request the Customer to increase the amount of Committed Bandwidth purchased under this SOW.
- b. Customer will initially be provided with /28 - 16 IP address/licenses.

**1.3 Service Level Agreement**

C7 has provided this Service Level Agreement (SLA) to guarantee the performance and availability of your solution. Through built-in redundancy at all levels and proactive monitoring C7 strives for 100% availability.

**a. Exclusions**

- Issues associated with non-certified Customer provided hardware, software and other equipment; Issues associated with Customer provided or Customer leased local area networks or ISP connections.
- Use of unapproved or modified hardware or software.
- Issues arising from the use of the solution by the Customer, its employees, agents, or contractors, in ways not agreed upon in this document.
- Repair times coordinated in advance between C7 and the Customer.
- Scheduled maintenance times.

**b. Uptime Guarantee**

C7 strives for "true SLA" which is a goal of 100% availability. C7 achieves this level of compliance through redundant services and the proactive monitoring of the solution.

Company Name CoinTerra

C7 guarantees a minimum facility availability of 99.99% on a 24x7x365 basis except for scheduled maintenance. Availability will be calculated monthly using the following formula. Actual Minutes of Facility Availability during the month / Total Minutes of Availability during the month x 100 shall equal the Percent of Availability.

Should the monthly availability fall below the agreed to 99.99% for any month, C7 shall credit the customer the equivalent of 1 (one) day of the Monthly Administration Cost (see Section 3.1 of this SOW) for each 1%, or part thereof, of the 99.99% target not met due to a power, cooling or network outage. This SLA is applicable only to items within C7's assumed control and to outages outside scheduled maintenance windows.

c. **A & B Legs of Power**

C7 highly recommends that our customers purchase and use two A legs and B legs of power to provide redundant power to all of their computer equipment. Customers should utilize no more than .4 or 40% of the given leg's power allowing the leg to fail over and to be fully powered during any maintenance or downtime. During electrical equipment maintenance or upgrade windows, or if we experience a hardware failure somewhere in either leg of power, C7 will not be responsible for downtime for customer equipment if the customer elects not to implement two A legs and two B legs of redundant power. **The C7 SLA guarantees 99.99% uptime for customers who deploy redundancy in both network and power connectivity. The 99.99% SLA does not apply otherwise.**

d. **Response Time Guarantee**

C7 guarantees the Customer the following response times for Priority 1 requests:

Mountain Time	Work In Progress
Prime Time: Monday thru Friday 8am – 5pm	Within 1 hour
Weekend Prime: Saturday, Sunday, National Holidays 8am – 5pm	Within 2 hours
Off Prime: 7 days / Week 6pm – 8am	Within 2 hours

**Priority 1 requests are defined as business outages or devices that are down. Priority 2 requests are defined as anything other than business outages or devices down and will be acknowledged and worked on as soon as possible.**

#### 1.4 Reporting Problems

Should the Customer encounter a problem that requires the assistance of a C7 engineer, Customer must contact C7's Network Operations Center (NOC). The NOC is available 24 hours a day, 7 days a week, 365 days a year. The analyst that takes the call will create a help desk ticket for the issue and contact the appropriate C7 staff. Contact with C7 and creation of a ticket can also be done through the C7 Portal available to all Customers via the C7's website.

The Customer can contact C7's NOC by:

- Phone: 1-800-371-6374
- Email: [support@c7dc.com](mailto:support@c7dc.com)
- Use the C7 Help Desk web interface to open a request. <http://portal.c7dc.com>

When the Customer calls the NOC, an analyst will ask for the following information:

- Name, company name, and contact information
- Priority customer assigns to the event
- Description of the issue

The Customer will receive a request number that can be used to track the issue. To report issues that are not as urgent, the Customer can Email the NOC. To avoid callbacks for information, the Customer should include the information outlined above.

#### 1.5 Facilities

a. **Data Centers**

C7 data center locations house the network infrastructure and feature a fully switched gigabit backbone network, connecting core network devices at gigabit speeds.

Company Name CoinTerra

**b. Reliability and Performance**

A constant supply of power is absolutely essential to C7 service operations and is ensured through the use of uninterruptible power sources, DC Batteries, diesel generators, and mobile diesel generators.

**c. Connectivity**

C7 has Internet connections with multiple carriers through diverse paths. C7 delivers redundant connections to customers using copper (10/100/1000) and fiber (Gigabit and 10Gigabit) links.

**d. Security**

C7 data centers are provisioned with security systems, including video monitoring systems, man-traps, card-key systems, biometric systems, and a 24x7 team of security officers.

**e. Environmental Controls**

C7 data centers are equipped with advanced cooling systems and are protected with fire suppression systems.

## 2.0 Resources

### 2.1 Provided By C7

Resources provided to meet the service obligations to Customer may not be used exclusively to deliver the Services. Other hardware and software resources owned or maintained by C7 may also be used to provide the Services. C7 retains title to all Resources it provides; Customer may not pledge or grant a security interest in the Resources, or otherwise use the Resources as collateral with respect to any lease, land or other financial relationship.

- Personnel necessary to complete the scope of services
- Diagram and review of Customer's network connections
- Two 15 minutes remote hands incidents per month. Services include:
  - Pushing a button, toggling a switch or setting an externally accessible dip-switch
  - Rebooting or power cycling of equipment and reading off serial numbers on equipment to customer
  - Providing visual verification (remote eyes) to assist customer's remote troubleshooting efforts
  - Relaying status of equipment status indicators or typing simple commands on a pre-installed console
  - Plug in a console port for remote management by customer
  - Moving or securing a single cable and replacing or verifying connectivity integrity of C7 provided cross-connects
  - Adding, removing, or verifying a demarcation label
  - Shipping, receiving, rack and stack services

NOTE: Services that require a login are not included. Unused minutes do not roll over to the next month.

- 300 Mbps bandwidth burstable to 900 Mbps per Data Center
- 200 Primary (non-redundant) Legs of 208V 30A Utility Power (.8 usage)
- 2 Network Ports per Data Center
- 50 Cabinets in Data Center
- /28 block of 16 IP addresses

### 2.2 Provided By Customer

- Personnel contact information to assist Center for ongoing support
- Materials required to connect to C7

Company Name CoinTerra

### 3.0 Payment (See Appendix A)

#### 3.1 Payment Schedule

- |                                   |               |
|-----------------------------------|---------------|
| • Initial Term:                   | 18 Months     |
| • Setup/Hardware Fees (one-time): | \$ Waived     |
| • Monthly Administration Cost     | \$ 101,486.60 |

<u>Amount</u>	<u>Due</u>	<u>Description</u>
\$ 101,486.60	upon Signing	Setup Fees, 1 <sup>st</sup> Month
\$ 101,486.60		Subsequent Months

#### 3.2 Contract Term

The contract term shall be 18 months beginning the date of installation at C7. The Customer shall be invoiced on the start date, which will be April 15<sup>th</sup> or sooner upon customer request.

If a start date is not specified, the Customer will be invoiced 30 days from the signature date at the bottom of this SOW.

#### 3.3 Support and Services

Work provided at customers request by C7's support and services team, in addition to the two "remote hands" incidents described above in Section 2.1, will be invoiced to the Customer at the following rates in 15 minute increments: \$80.00/hr. – Rack and stack, \$125.00/hr. – Systems administration, \$185.00/hr. – Engineering.

#### 3.4 Monthly Payment Changes

C7 will notify Customer in writing 30 days before any additional recurring charges (other than those listed in Section 3.3 above) are added to the monthly invoice. These charges will require an amendment to the SOW which must be signed by both C7 and Customer.

### 4.0 Contact Information

Each Party shall designate a contact person below. Notices and other communications shall be directed to the other Party's contact person.

#### CUSTOMER CONTACT

**Name:** Ravi Iyengar  
**Address:** 11130 Jollyville Road  
Austin, Texas 78759  
  
**Phone:** 512-831-7713  
**Fax:**  
**Email:** ravi@cointerra.com

#### C7 CONTACT

**Name:** Ron Driggs  
**Address:** 357 South 670 West  
Suite 100  
Lindon, Utah 84042  
  
**Phone:** 801-850-1470  
**Fax:** 801-822-5301  
**Email:** r.driggs@c7dc.com

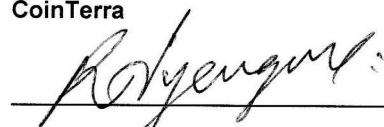
Company Name CoinTerra

AUTHORIZED SIGNATURES:

Customer

CoinTerra

Signature:



Print Name:

RAVI IYENGAR

Title:

CEO

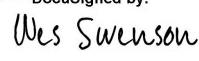
Date:

04/09/2014

C7 Data Centers

DocuSigned by:

Signature:



3BE25E69180448C...

Print Name:

Wes Swenson

Title:

CEO

Date:

04/09/2014

Company Name CoinTerra

APPENDIX A



X      New Contract  
Renewal

C7 Data Centers  
357 South 670 West, Suite 100  
Lindon, Utah 84042  
(800) 371-6374

Customer: Cointerra  
Contact: Ravi Iyengar

City Creek:  
Granite Pt. I:  
Granite Pt. II:  
Timpanogos:  
Date: 4/1/2014  
Contact: Aubrey Malcom  
Phone #: 801-822-5328  
Term: 18 months  
Discount: 15%

Service	Qty	Colocation Service Details	Unit	Total	Unit	Discounted	Total
			Setup	Setup	Monthly	Monthly	Monthly
			Price	Fees	Fees	Fees	Fees
Cabinet(s)	50	Full Cabinet - Lockable	\$650.00	\$32,500.00	\$425.00	\$361.25	\$18,062.50
Power	200	Primary Legs of Power 208V 30A (assumes .8 usage)	\$550.00	\$110,000.00	\$490.73	\$417.12	\$83,424.10
Bandwidth	1	300 mbps burstable to 900 mbps	\$50.00	\$50.00	\$0.00	\$0.00	\$0.00
Network Port(s)	2	Includes Redundant Network Connections(s)	\$50.00	\$100.00	\$0.00	\$0.00	\$0.00
Static Ip's	1	Included /28 block of 16 Ip's	\$ 25.00	\$25.00	\$0.00	\$0.00	\$0.00
Telarus Discount 15 % shownin discounted MRC					NRC	\$0.00	\$101,486.60

**Your Colocation Package Includes:**

24 x 7 x 365 Physical Access to Your Equipment  
Dedicated Account Manager  
Remote Hands - 2 each 30 Minute Incidents/Month  
Access to Monitors and Keyboards  
**This offer expires on April 5, 2014**

Tier 2 and 3 Technical Personnel 24 x7  
Web-based Bandwidth Monitoring and Reporting  
Web-based Trouble Ticketing  
Technical Support and Service3 Level Agreement  
**\*C7 agrees to remove up to 10 % OF circuits within 60 days of installation based on actual power usage.**

Company Name CoinTerra

APPENDIX B

Customer Access List to Data Center

Employee #1: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Employee #2: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Employee #3: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Employee #4: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Employee #5: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Employee #6: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Note: Customers will be provided with badge access for up to three (3) employees. Additional badges may be requested at \$200 per badge annually. A maximum of six (6) badges per customer will be allowed. Photo ID required for badge issuance.

Company Name CoinTerra

**APPENDIX C****Additional Customer Requirements**

Customer Requirement	Description
Firewall Configuration	
Carrier Circuits	
BGP	
Special Power	
Other	

Company Name CoinTerra

Pre-Installation Review		Customer Initial	C7 Initial
<b>Cage</b>	<ul style="list-style-type: none"> <li>Dimensions: _____ Cold aisle dome: _____</li> <li>Ladder rack: _____</li> <li>42U cabinet: _____ 48U cabinet: _____</li> <li>Cabling within cage: _____</li> </ul>		
<b>Cabinet – 42U</b>	<ul style="list-style-type: none"> <li>Quantity: _____</li> <li>Blanking panels installed</li> <li>Customer equipment installed to fit cold aisle/hot aisle configuration</li> <li>Cold aisle doors are to be kept closed</li> </ul>		
<b>Power</b>	<ul style="list-style-type: none"> <li>Voltage: _____ Amps: _____</li> <li>Single legs (not to exceed 80% usage): _____</li> <li>Redundant legs (not to exceed 40% usage): _____</li> <li>C7 provided rack mounted PDU (110V 20A only): _____</li> <li>Customer rack mounted PDU: _____</li> </ul>		
<b>Internet</b>	<ul style="list-style-type: none"> <li>Mbps: _____ Burst rate: _____</li> <li>Number of redundant network ports: _____</li> <li>Number of cross connects: _____</li> <li>Third party provider: _____ LOA: _____</li> <li>Copper: _____ Fiber: _____ Type of fiber: _____</li> <li>Number of public IP's required: _____</li> <li>Customer interface equipment (firewall strongly recommended)</li> <li>Host info for reverse DNS setup</li> <li>Detailed company Information for IP address registration with ARIN</li> </ul>		
<b>Data Center Access</b>	<ul style="list-style-type: none"> <li>Photos</li> <li>Names</li> <li>Email addresses</li> <li>Phone numbers</li> <li>Access levels</li> <li><b>C7's must receive access information one week prior to service start date</b></li> <li><b>Customer personnel agree to read and keep posted data center rules</b></li> </ul>		
<b>Data Center Location</b> _____			
<b>Pre-Installation Meeting Date</b> _____			
<b>Pre- Installation Meeting Attendees</b>	<ul style="list-style-type: none"> <li>C7: _____</li> <li>Customer: _____</li> </ul>		
<b>Service/Billing Start Date</b> _____			

Company Name CoinTerra

## ACH Recurring Payment Authorization Form

Schedule your payment to be automatically deducted from your checking or savings account.  
Just complete and sign this form to get started!

### Here's How Recurring Payments Work:

You authorize regularly scheduled charges to your checking or savings account. You will be charged the amount indicated below each billing period. A receipt for each payment will be emailed to you and the charge will appear on your bank statement as an "ACH Debit." You agree that no prior-notification will be provided.

### Please complete the information below:

I \_\_\_\_\_ authorize C7 Data Centers to Debit my bank account  
(Name)

indicated below on the \_\_\_\_\_ of each month for payment.  
(Date)

Billing Address \_\_\_\_\_

Phone# \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Email \_\_\_\_\_

Account Type:  Checking  Savings

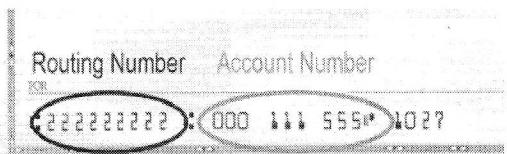
Name on Acct \_\_\_\_\_

Bank Name \_\_\_\_\_

Account Number \_\_\_\_\_

Bank Routing # \_\_\_\_\_

Bank City/State \_\_\_\_\_



SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

I understand that this authorization will remain in effect until I cancel it in writing, and I agree to notify C7 Data Centers in writing of any changes in my account information or termination of this authorization at least 15 days prior to the next billing date. If the above noted periodic payment dates fall on a weekend or holiday, I understand that the payment may be executed on the next business day. I understand that because this is an electronic transaction, these funds may be withdrawn from my account as soon as the above noted periodic transaction dates. In the case of an ACH Transaction being rejected for Non Sufficient Funds (NSF) I understand that C7 Data Centers may at its discretion attempt to process the charge again within 30 days, and agree to an additional charge for each attempt returned NSF which will be initiated as a separate transaction from the authorized recurring payment. I acknowledge that the origination of ACH transactions to my account must comply with the provisions of U.S. law. I agree not to dispute this recurring billing with my bank so long as the transactions correspond to the terms indicated in this authorization form.